

HARRIS
ST. LAURENT

September 8, 2020

BY CERTIFIED MAIL (RRR)

Laura Coates
[REDACTED]

**NOTICE OF BREACH AND
DEMAND FOR PERFORMANCE**

Dear Ms. Coates:

My firm has been retained by Josanne Lopez and LopezTalent Management LLC (“LopezTalent”).

Please take notice that you are in breach of your agreement with LopezTalent dated April 1, 2017 (the “Management Agreement”).¹ Specifically, you are in default under the following terms of Paragraph 5 of the Management Agreement:

COMPENSATION: (a) In consideration of the services to be rendered by the Manager...**Artist agrees to pay Manager, as and when received by Artist, a sum equal to 10 percent of any and all Artist’s Gross Income (hereinafter defined) which Artist earns as a result of Artist’s activities in the entertainment industry (“Compensation”).** Artist’s Gross Income shall mean all amounts payable to Artist, minus any compensation due for attorney’s speculative fees, in connection with any and all engagements, contracts and agreements entered into or substantially negotiated during the Term relating to any of the foregoing and upon any and all extensions, modifications, renewals and substitutions thereof; and upon any such resumptions of such engagements, contract and agreements which may have been discontinued during the Terms and resumed within (1) years thereafter (each, a “Covered Employment”).

(c) Manager shall receive the Compensation whether or not Covered Employment shall have been procured by Artist, Manager, or a third party...

¹ As defined in Paragraph 2 of the Management Agreement, the Term of the Management Agreement began on April 1, 2017 and was automatically renewed for an additional 3 year period as of April 1, 2020.

Laura Coates
September 8, 2020
Page 2 of 2

Your attorney's letter dated September 4, 2020 (the "Breach Letter") constitutes a breach of Paragraph 5 of the Management Agreement. In the Breach Letter, you purported to terminate the Management Agreement as of August 12, 2020—just **five days** after you informed LopezTalent that you received a [REDACTED] on a previously undisclosed book deal. We also have reason to believe that you will be entering a new contract with SiriusXM in short order and that CNN [REDACTED]

[REDACTED] The foregoing deals (among others) were (or will be) consummated and/or substantially negotiated during the Term of the Management Agreement, and the Breach Letter is a transparent attempt to avoid your payment obligations thereunder. Demand is hereby made for payment with respect to all Covered Employment—including, without limitation, those outlined above—as required under the Management Agreement. We also demand that you produce any agreements related to the book deal [REDACTED].

In addition, you are in default under Paragraph 7 of the Management Agreement, whereby you are required to consult with LopezTalent regarding "each and every potential Covered Employment." As outlined above, you failed to disclose at least one such Covered Employment.

It should go without saying that Ms. Lopez and LopezTalent vehemently deny the allegations in the Breach Letter and that they intend to enforce their rights under the Management Agreement. To that end, we must insist that you take the appropriate steps to retain all documents (in both hardcopy and electronic format, and including text messages and other communications) regarding these matters, including all documents concerning Ms. Lopez and LopezTalent. In addition, given the unfounded aspersions outlined in the Breach Letter, Ms. Lopez has legitimate concerns that you may be disparaging her and her business to third parties. If so, we insist that you cease and desist from doing so further, and that you retain all communications with third parties concerning Ms. Lopez and LopezTalent.

In the event you fail to cure your default within thirty (30) days of receipt of this notice by resuming payment in compliance with the Management Agreement, we will be forced to initiate legal proceedings against you. In the meantime, we receive all rights and remedies concerning these matters. Please be guided accordingly.

Very truly yours,

s/ Michelle Fox

Michelle Fox

cc: Bonnie Berry LaMon, Esq. (by e-mail)
Kerry Smith, Esq. (by e-mail)